

AG Contract No KR04-0242TRN
ADOT ECS File No. JPA 03-105
Project: STP-095-C(5)
TRACS No: H5118 01D
Section: State Route 95 in Parker
Budget Source, Item No: 15504

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PARKER

THIS AGREEMENT is entered into 20th of May, 2004,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and TOWN OF PARKER, acting by and through its MAYOR AND TOWN COUNCIL (the "Town")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned, the authority to execute this agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes Section 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.
3. The State and the Town are in mutual agreement for the State to construct a storm sewer system on State Route (SR) 95, in conjunction with an ongoing construction project, to allow storm water or surface water to drain into the Town's storm sewer system, making the system at full capacity, hereinafter referred to as the "Project". The State will design, construct and provide maintenance for the storm sewer, on State's right-of-way all at the State's expense.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 26836
Filed with the Secretary of State
Date Filed: 05/20/04

Janice K. Brewer
Secretary of State

By: Timothy J. Kraenewald

II. SCOPE OF WORK

1. The State will:

a. Prepare design plans, specifications and other such documents and services required for construction bidding and construction. Incorporate or resolve Towns review comments.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s).

c. Be responsible for 100% of the cost and provide proper maintenance to the new constructed storm sewer system on State's right-of-way

2. The Town will:

a. Review the design documents and provide comments

b. Be responsible for maintaining the existing storm sewer system outside of the States right-of-way

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled with 30 days written notice to the other party, prior to advertisement of the Project

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona revised Statutes Section 12-1518

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Parker
Town Manager
1314 11th Street
Parker, Arizona 85344

9. Pursuant to Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


TOWN OF PARKER

STATE OF ARIZONA
Department of Transportation

By 
D.L. WILSON
Mayor

By 
DOUGLAS A. FORSTIE P.E.
Deputy State Engineer, Operations

ATTEST

By 
CANDY COCKRELL
Town Clerk

RESOLUTION NO. 04-2004

A RESOLUTION OF THE TOWN OF PARKER, ARIZONA AUTHORIZING THE MAYOR TO ENTER INTO CERTAIN AGREEMENTS WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION IN REGARD TO THE HIGHWAYS DIVISIONS INTERGOVERNMENTAL AGREEMENT.


BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF PARKER THAT THE MAYOR OF SAID TOWN IS AUTHORIZED TO EXECUTE THAT CERTAIN AGREEMENT DATED MAY 4, 2004 AS IS IDENTIFIED AS FOLLOWS:

**AG Contract NO. KR04-0242TRN, INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF ARIZONA'S DEPARTMENT OF
TRANSPORTATION AND THE TOWN OF PARKER.**

DATED THIS 4TH DAY OF MAY 2004.


D.L. Wilson, Mayor

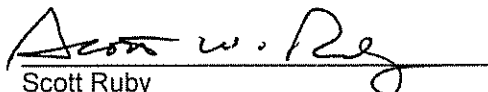
ATTEST:


Candy Cockrell, Town Clerk

APPROVAL OF THE TOWN OF PARKER ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF PARKER, an agreement among public agencies which, has been reviewed pursuant to A R S section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 6th day of May, 2004.



Scott Ruby
Town Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0242TRN (**JPA 03-105**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 14, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:slm
Attachment
844268